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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION of PARKS and RECREATION  
172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3556 Fax: (603) 271-3553  
Web: www.nhstateparks.org

June 26, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Pursuant to RSA 21-I:80, I(b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Division) to enter into a **SOLE SOURCE** contract with the Student Conservation Association, Inc. (VC #173352), Charlestown, NH in the amount of \$52,500 to provide conservation services at Monadnock State Park upon Governor and Executive Council approval through October 31, 2019. **100% Federal Funds**

Funds to support this request are anticipated to be available in the following account in FY 2020 upon the availability and continued appropriation of funds in the future operating budget.

	<u>FY 2020</u>
03-35-35-351510-37770000	
National Recreational Trails Fund	\$52,500
048-500585 Contractual Maintenance – B&G	

**EXPLANATION**

We are requesting a sole source contract with the Student Conservation Association, Inc. (SCA) because of the organizational expertise, knowledge, and technical skills they bring. The funding requested is specifically for Conservation Stewards to work at Monadnock State Park to address deferred trail maintenance which is in addition to the statewide conservation and interpretive services program already contracted.

The SCA's New Hampshire AmeriCorps (NH Corps) is a service-learning program based at Bear Brook State Park. The SCA NH Corps program is a residential community of emerging leaders who devote 10 months to full-time educational and conservation services. Each year, 30 college aged members come from across the United States to provide over 50,000 hours of direct service to the natural resources and people of New Hampshire. From January through April, SCA NH Corps' members mentor local youth through in-school and after-school environmental education programs in the Manchester, Hooksett, Deerfield, and Allenstown school districts. From May through October, SCA NH Corps' members serve in one of two positions within the program as: (1) Interpretive Rangers, providing environmental education programming in NH State Parks; or (2) Conservation Stewards, carrying out significant natural resource protection, conservation projects and recreational improvement projects throughout the state for towns, non-profit organizations, federal agencies and the State Park System.

In 2018, SCA NH Corps celebrated its 24th year of AmeriCorps programming, having managed nearly 700 AmeriCorps members that have served over one million hours since 1994 from Bear Brook State Park. During these years, SCA NH Corps has proven its organizational ability to successfully

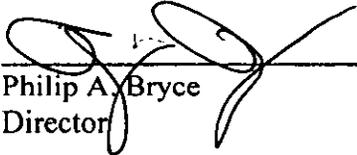
administer youth corps programs, developing and annually reviewing tools, policies, and procedures including the development of a comprehensive Policies and Procedures Manual to effectively monitor programmatic and financial systems.

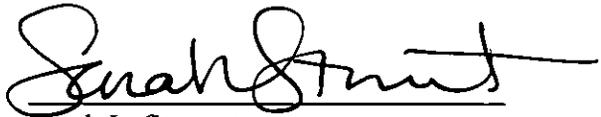
For these reasons, and in order to continue this important partnership with the SCA, the Division respectfully requests sole source approval of this contract.

The Attorney General's office has approved this contract to form, substance and execution.

Respectfully Submitted,

Concurred, 

  
Philip A. Bryce  
Director

  
Sarah L. Stewart  
Commissioner

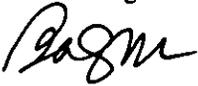
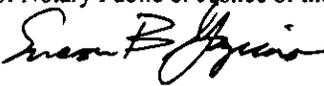
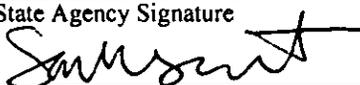
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road, Concord, NH 03301	
1.3 Contractor Name The Student Conservation Association, Inc.		1.4 Contractor Address PO Box 550, 689 River Rd., Charlestown, NH 03063-0550	
1.5 Contractor Phone Number 603-543-1700	1.6 Account Number 03-35-35-351510-37770000	1.7 Completion Date October 31, 2019	1.8 Price Limitation \$52,500
1.9 Contracting Officer for State Agency Michael Housman, Supervisor of Parks Operations		1.10 State Agency Telephone Number 603-271-3556	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Barbara McIntosh	
1.13 Acknowledgement: State of <i>Virginia</i> , County of <i>Arlington</i> On <i>June 11, 2019</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;">                     EMERSON BRIEN GAZIANO                      NOTARY PUBLIC                      REGISTRATION # 7621701                      COMMONWEALTH OF VIRGINIA                      MY COMMISSION EXPIRES  <i>April 30, 2022</i> </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Emerson Gaziano, Digital operations</i>			
1.14 State Agency Signature  Date: <i>7/10/19</i>		1.15 Name and Title of State Agency Signatory <i>Sarah L. Stewart, Commissioner</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>n/a</i> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>7/16/19</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: On:			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials RL  
Date 6/11/19

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Contractor Initials BSL  
Date 6/1/19

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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**State of New Hampshire  
Department of Natural and Cultural Resources  
Division of Parks and Recreation**

**Conservation Services at Monadnock State Park**

**EXHIBIT A**

**Scope of Services:**

*Conservation Services*

The SCA shall provide five, six person conservation crew hitches at Monadnock State Park. Projects include removal of risk trees and trail rehabilitation park-wide and specifically the following will be addressed;

**Hitch I**

1. White Dot Trail: Falcon Spring to "Nixon Rock"; formalize 6-8' trail width to keep hikers off the sides of the trail and add riprap and gargoyles to the sides of the trail.
2. White Cross Trail: "Slabs" to upper Dot/Cross Junction; crush local rock to create more "gravel" to help harden muddy sections of trail.

**Hitch II & III**

White Dot Trail: At multiple locations in "slabs" section of trail, build rock stairs alongside the slab and formalize bootleg trails as an alternative to climbing the slabs. .

**Hitch IV and V**

White Cross Trail: Build staircase around the side of the "slabs" to help with rescue routes.

**EXHIBIT B**

**Total Contract Not to Exceed:**        \$52,500

**Method of Payment(s):**

- Itemized invoices for conservation services shall be submitted at the completion of each hitch and/or project; and
- All invoices must indicate the program date or hitch/project date the service is being applied to and be compliant with NH Recreational Trails Program invoicing procedure.

**Term:** This contract shall commence upon Governor and Executive Council approval through October 31, 2019. All services are contingent upon funding.

**EXHIBIT C**

*Conservation Services*

Conservation crews will be offered to camp on-site or at a nearby location for the hitch period. The Division of Parks and Recreation will furnish all building materials and will furnish tools and specialty equipment needed for the projects as agreed upon.

Contractor initial 

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE STUDENT CONSERVATION ASSOCIATION is a New York Nonprofit Corporation registered to transact business in New Hampshire on January 22, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 737786



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of October A.D. 2016.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## Business Information

### Business Details

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Business Name:	THE STUDENT CONSERVATION ASSOCIATION	Business ID:	737786
Business Type:	Foreign Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	01/22/2016	Name in State of Incorporation:	THE STUDENT CONSERVATION ASSOCIATION
Date of Formation in Jurisdiction:	01/22/2016		
Principal Office Address:	4245 North Fairfax Drive Suite 825, Arlington, VA, 22203, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Foreign/New York		
		Last Nonprofit Report Year:	N/A
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

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### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	OTHER / To build the next generation of conservation leaders and inspire lifelong stewardship of our environment and communities by engaging young people in hands-on service to land.	

## Business Information

### Business Details

Business Name: THE STUDENT CONSERVATION ASSOCIATION Business Type: Foreign Nonprofit Corporation Business Creation Date: 01/22/2016 Date of Formation in Jurisdiction: 01/22/2016 Principal Office Address: 4245 North Fairfax Drive Suite 825, Arlington, VA, 22203, USA Citizenship / State of Incorporation: Foreign/New York Duration: Perpetual Business Email: NONE Notification Email: NONE	Business ID: 737786 Business Status: Good Standing Name in State of Incorporation: THE STUDENT CONSERVATION ASSOCIATION Mailing Address: NONE Last Nonprofit Report Year: N/A Next Report Year: 2020 Phone #: NONE Fiscal Year End Date: NONE
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### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / To build the next generation of conservation leaders and inspire lifelong stewardship of our environment and communities by engaging young people in hands-on service to land.	

Page 1 of 1, records 1 to 1 of 1

**Principals Information**

No Principal(s) listed for this business.

**Registered Agent Information**

Name: CORPORATION SERVICE COMPANY

Registered Office Address: 10 Ferry Street S313, Concord, NH, 03301, USA

Registered Mailing Address: 10 Ferry Street S313, Concord, NH, 03301, USA

**Trade Name Information**

No Trade Name(s) associated to this business.

**Trade Name Owned By**

No Records to View.

**Trademark Information**

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

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June 11, 2019

To Whom it May Concern:

This letter confirms that SCA Board Resolution number 2019-03-01 is still in effect with no changes having been made to it since the date it was signed.

A handwritten signature in black ink, appearing to read "Barbara McIntosh".

Barbara McIntosh

Board Secretary



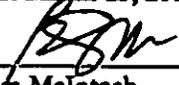
**SCA Board of Directors Resolution Regarding Cooperative Agreements**

**WHEREAS**, pursuant to Article VI, Section 4 of the Bylaws of The Student Conservation Association, Inc. (the "Corporation"), the President is expressly authorized to execute on behalf of the Corporation all cooperative agreements and other contracts requiring such execution except to the extent the signing and execution thereof shall be expressly delegated by the Board of Directors to another agent of the Corporation; and

**WHEREAS**, the Board of Directors hereby intends to confer the power to execute on behalf of the Corporation cooperative agreements and other contracts requiring such execution to certain additional duly authorized officers of the Corporation when they do so at the direction of the President; and

**NOW THEREFORE, BE IT RESOLVED**, that, upon the direction of the President/Chief Executive Officer, Jaime Berman Matyas, each of the: Senior Vice President for Advancement, Karen Davis; the Senior Vice President for Program, Rafael Rosa; and Chief Counsel/Secretary, Barbara Gonzalez-McIntosh; be and each hereby is, individually authorized, empowered and directed to execute on behalf of the Corporation all cooperative agreements and other contracts requiring such execution, and to make, execute and deliver, under the corporate seal of the Corporation or otherwise, any and all written instruments necessary or proper to effectuate the power and authority hereby conferred.

Dated: March 23, 2019

  
\_\_\_\_\_  
Barbara McIntosh  
Secretary



